

CR# 40600 DATE 02-09-07 Loc 07-114 710128-001
Res 7507

**FIRST AMENDMENT TO THE EMERGENCY FIRE AND MEDICAL
COMMUNICATION SERVICES AGREEMENT**

Bellevue and the Contracting Agencies who are currently participants to an Interlocal Agreement for Emergency Fire and Medical Communication Services (Agreement) hereby agree to Amend the Agreement as follows:

1. The Second WHEREAS Clause is amended as follows:

WHEREAS, the parties have heretofore contracted with one another for the provision of emergency fire and medical communication services by Bellevue to the Contracting Agency, and are desirous of extending the service relationship for an additional two years through December 31, 2008, except as provided below, for the purpose of enabling the Contracting Agency to continue to utilize Bellevue's emergency fire and medical communication capabilities, and thereby continue to avoid unnecessary duplication of effort and expenditures of public funds; and

2. An additional WHEREAS is added as follows:

WHEREAS, the parties acknowledge that Bellevue and certain Contracting Agencies (as well as other public agencies) are in the planning stages of developing an independent public agency (NORCOM) under the Interlocal Cooperation Act (RCW 39.34) to provide the communication services Bellevue currently provides pursuant to this Agreement. Therefore, the parties further acknowledge that this Agreement is subject to NORCOM's creation and operation as more fully set forth below.

3. Paragraph 6 is amended as follows:

6. Communications - Fire Annual Service Fee: The Contracting Agency shall pay a Communications - Fire Annual Service Fee to Bellevue in 2007 for existing

services, as defined in Section 1, equal to the amount paid by the Contracting Agency in 2006, plus an inflationary adjustment. The inflationary adjustment will be the annual percentage increase in the Seattle-Tacoma-Bremerton area CPI - All Urban Consumers published by the United States Department of Labor in August of the preceding year (Inflationary Adjustment). For each subsequent year that services are provided to Contracting Agency, it shall pay a Communications –Fire Annual Service Fee to Bellevue for existing services, as defined in Section 1 equal to the amount paid by the Contracting Agency in the preceding year, plus the Inflationary Adjustment.

The calculation of the 2004 Communications - Fire Annual Service Fee is set forth in Exhibits A-G and summarized specifically in Exhibit H.

4. Paragraph 7 is amended as follows:

7. Payment Terms. The Communications - Fire Annual Service Fee shall be payable one-half on or before May 15 of the service year, and one-half on or before November 15 of the service year. Invoices will be mailed no later than two months before these due dates. If payment is not received by the due date, a second notice will be sent by certified mail. If payment is not received within thirty (30) days of the date of the second notice, such payment shall be subject to an interest charge of ten (10) percent per annum, from the original due date of the payment. Provided however, should Bellevue terminate this Agreement due to NORCOM's creation and operation, Contracting Agency shall pay Bellevue for services provided under this Agreement through the termination date. Should the termination date be other than December 31, Bellevue will provide Contracting Agency with a prorated statement for the amount owed to Bellevue or the amount Bellevue will refund.

5. Paragraph 8 is amended as follows:

8. Notification to Contracting Agency Regarding Communications - Fire Annual Service Fee Change: By no later than September 15 of each year after the initial service year of this Agreement, Bellevue shall provide the Contracting Agency with notice of the Communications - Fire Annual Service Fee to be charged for the next Service Year (e.g., the Communications - Fire Annual Service Fee for service year 2008 shall be confirmed by no later than September 15, 2007). Such notice shall include copies of applicable sections of the Fee Allocation Worksheet upon which the fee calculation was based. The Board agrees to meet with Bellevue Police Department staff promptly following receipt of the Communications - Fire Annual Service Fee notice by Contracting Agency, for the purpose of reviewing the Communications - Fire Annual Service Fee calculation and discussing any significant changes from the prior year. Reasonable efforts shall be made to encourage attendance by all board members at such meeting.

6. Paragraph 12 is amended as follows:

12. Contract Term and Renewal. The term of this Agreement shall be from January 1, 2007 through December 31, 2008. Provided however, the parties acknowledge that Bellevue and other public agencies are in the planning stages of developing an independent public agency (NORCOM) under the Interlocal Cooperation Act (RCW 39.34) to provide the communication services Bellevue currently provides pursuant to this Agreement. Should NORCOM be formed and operational and Bellevue be a member of NORCOM, earlier than January 1, 2009, this Agreement will terminate as provided in Paragraph 19.

7. Paragraph 13 is amended as follows:

13. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by either party, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect. Provided however, this paragraph shall not in any way impede or negatively impact NORCOM's creation, operation and/or Bellevue's and Contracting Agency's ability to terminate this Agreement as provided in Paragraph 19.

8. Paragraph 19 is amended as follows:

19. Termination. Either party may terminate this Agreement by providing written notice of its intent to terminate no later than the last day of a calendar year for termination to be effective on the last day of the following year. For example if a contracting agency wished to withdraw effective December 31, 2008, a written termination notice must be produced during 2007 and in no case later than December 31, 2007. In the event such written notice is given, this Agreement shall terminate and be of no further force and effect on December 31st of such final service year. Provided however, this Agreement shall terminate upon NORCOM being formed and operational and Bellevue becoming a member of NORCOM. Bellevue will provide Contracting Agencies with 90 days notice of the termination of this Agreement due to the creation and operation of NORCOM.

9. Paragraph 20 is amended as follows:

20. Effective Date. Upon execution by Bellevue and Contracting Agency(s), this Agreement shall take effect on January 1, 2007.

10. All other terms of the Agreement shall remain the same and remain in full force and effect.

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By _____

By M. J. [Signature]

Its _____
City Manager

SHORELINE FIRE DEPT.
Its FIRE CHIEF
Title _____

Date: _____

Date: 5/13/2007

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Title _____

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

By _____

Its _____
City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

CONTRACTING AGENCY

By [Signature]

Its WAS
Title FIRE CHIEF

Date: 2/13/7

APPROVED AS TO FORM:

Title _____

EASTSIDE FIRE &
RESCUE

ORIGINAL

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By _____

By _____

Its _____
City Manager

Its FIRE CHIEF
Title _____

Date: _____

Date: FEBRUARY 01, 2007

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Title Asst Attorney

NORTHSHORE FIRE DEPT

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

By _____

Its _____
City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

CONTRACTING AGENCY

By _____

Its CRAIG HUSA
Title CHAIRMAN, BOARD OF COMMISSIONERS

Date: 2/13/2007

APPROVED AS TO FORM:

Title _____

KING COUNTY FIRE DISTRICT
27 - FALL CITY

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

By _____

Its _____
City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

CONTRACTING AGENCY

By 

Its Chairman
Title Fire Commissioner / KCFD #45

Date: March 15, 2007

APPROVED AS TO FORM:

Title _____

DUVALL

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By _____

By King County Fire District #50

Its _____
City Manager

James E. Killy
Its James Knisley
Title Chief

Date: _____

Date: 15 May 2007

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Richard R. Bede
Title CHAIR Commissioner

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By Brian Klingbe

By _____

Its _____
Deputy City Manager

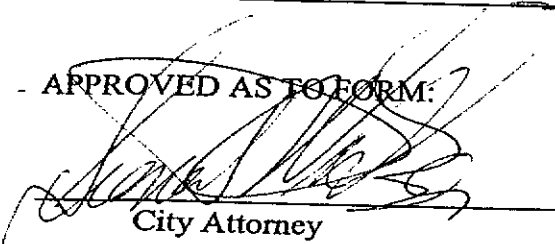
Its _____
Title _____

Date: 2-7-07

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:


City Attorney

Title _____

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7507

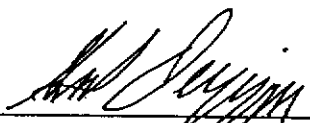
A RESOLUTION authorizing the City Manager or his designee to approve the First Amendment to the Emergency Fire and Medical Communication Services Agreement with the Zone One fire dispatch customers to provide emergency fire and medical dispatch services to the Zone One fire dispatch customers for up to an additional two years.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to approve the First Amendment to the Emergency Fire and Medical Communication Services Agreement with the Zone One fire dispatch customers to provide emergency fire and medical dispatch services to the Zone One fire dispatch customers for up to an additional two years, a copy of which First Amendment has been given Clerk's Receiving No. 40600.


Passed by the City Council this 5th day of February, 2007, and signed in authentication of its passage this 5th day of February, 2007.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

By _____


Its _____
City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney


CONTRACTING AGENCY

By  _____

Its City Manager
Title _____

Date: 1/27/07

APPROVED AS TO FORM:


Title First City Atty

CITY OF KIRKLAND

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

By _____

Its _____
City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

CONTRACTING AGENCY
CITY OF MERLER ISLAND

By Richard M. Conrad
Richard M. Conrad

Its City Manager
Title _____

Date: 2-8-07

APPROVED AS TO FORM:

Patricia L. Knight
Title Assistant City Attorney

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By _____

By Rosman

Its _____
City Manager

Its _____
Title Mayor

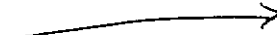
Date: _____

Date: 3-16-07

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
City Attorney
City of Redmond



Title _____

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By _____

By _____

Its _____
City Manager

Its _____
Title Mayor

Date: _____

Date: 2/12/07

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Title City Attorney

CITY OF SNOQUALMIE

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF BELLEVUE

CONTRACTING AGENCY

By _____

By  _____

Its _____
City Manager

Its _____
Title Fire Chief

Date: _____

Date: 4-27-07

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Title _____

WOODINVILLE
FD #36

EXHIBIT A: 2007 Fire - Communications Service Fee By Contracting Agency

March 15, 2007

2006 Fire and Medical Dispatch Cost plus CPI of 4.85%

Customer	2006 Service Fee	2007 Service Fee	Percent Change
KCFD #4 (Shoreline)	\$243,587	\$255,401	4.85%
Eastside Fire & Rescue	\$339,234	\$355,687	4.85%
KCFD #16 (Northshore)	\$99,927	\$104,773	4.85%
KCFD #27 (Fall City)	\$24,383	\$25,566	4.85%
KCFD #45 (Duvall)	\$32,191	\$33,752	4.85%
KCFD #50 (Skykomish)	\$8,221	\$8,620	4.85%
KCFD #51 (Snoqualmie Pass)	\$6,749	\$7,076	4.85%
Bellevue Fire	\$652,398	\$684,039	4.85%
Bothell Fire	\$122,003	\$127,920	4.85%
Kirkland	\$215,888	\$226,359	4.85%
Mercer Island	\$105,326	\$110,434	4.85%
Redmond Fire	\$350,899	\$367,918	4.85%
Snoqualmie	\$16,702	\$17,512	4.85%
Woodinville Fire	\$126,966	\$133,124	4.85%
Total Fire/EMS Dispatch Fee	\$2,344,474	\$2,458,131	4.85%